

RESOLUTION NO. 2017-20

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO CALVIN, GIORDANO & ASSOCIATES, INC. FOR DESIGN CRITERIA PROFESSIONAL SERVICES AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE ARTIFICIAL TURF INSTALLATION AT THE VILLAGE GREEN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (“Village”) issued Request for Qualifications No. 2016-02-09 (“RFQ”) for continuing professional engineering services; and

WHEREAS, pursuant to the RFQ, the Village Council selected Calvin, Giordano & Associates, Inc. (“Consultant”) as one of the consultants to provide continuing professional engineering services and authorized the Village Manager to execute an agreement with Consultant; and

WHEREAS, Consultant has provided a proposal, attached hereto as Exhibit “A,” (the “Proposal”) for design criteria professional services and construction administration services relating to the installation of artificial turf at the athletic fields at the Village Green Park (the “Project”); and

WHEREAS, the Village Council desires to authorize the Village Manager to issue a work order for the Project consistent with the Proposal and the professional services agreement entered into between the Village and Consultant; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Village Manager Authorized. The Village Manager is hereby authorized to issue a work order to Consultant for the Project that is consistent with the Proposal attached hereto as Exhibit "A" and to execute the Proposal.

Section 3. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED and ADOPTED this 18th day of April, 2017.


MAYOR MAYRA PEÑA LINDSAY

ATTEST:


CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


VILLAGE ATTORNEY





March 22, 2017

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Mr. John C. Gilbert

Village Manager

Village of Key Biscayne

Village Hall, 88 W. McIntyre Street, Room 250

Key Biscayne, FL 33149

**RE: Design Criteria Professional Services and Construction Admin Services for
Artificial Turf Installation**

CGA Proposal No. 16-8467.4

Dear Mr. Gilbert,

This work order is being issued subject to the terms and conditions of the professional services agreement, dated May 24, 2016 entered into between the Village and Calvin, Giordano & Associates, Inc. (CGA).

We understand that the Village of Key Biscayne has entered into a contract with another firm for Design/Build services associated with the design, construction, and installation of a synthetic turf surface to two athletic fields at Village Green Park totaling approximately 111,924 square feet in area.

Calvin, Giordano & Associates, Inc. is pleased to submit this proposal for professional services as required to perform Peer Review of the design documents and to provide Owner's Representative Services during construction and installation of the artificial turf surfaces.

The specific services offered by CGA under this proposal are detailed as follows:

I. Professional Engineering Services

A. Civil Engineering

1. Design Peer Review Services

- Perform peer-reviews of the 90% design documents. Issue comments/suggestions as appropriate.

2. Construction Phase Services

- Construction Phase Services shall be performed by CGA's Construction Engineering Department. Please see scope and fees identified under that section of this proposal.

3. Other Services

- The only Civil Engineering services included in this proposal/contract are those identified above. No other Civil Engineering services are included in this contract.
- Any meetings other than those specifically identified in sections 1 through 2 above are specifically excluded from this proposal and contract. If additional meetings are required, they can be added on an hourly (T&M) basis.

II. Professional Construction Services

A. Owner's Representative Services. Consultant shall provide services related to the oversight of the Project ("Owner's Representative Services"). The Owner's Representative Services provided by the Consultant shall include the following:

1. Review the work performed by the Contractor / Consultant Team through to Project completion, and require that the materials furnished and the work performed are in accordance with the drawings, specifications and contract documents. Field Observations time / effort is based one (1) part-time Resident Project Representative at 20 hours per week (4 hours per visit) for 14 active weeks totaling 280 hours of field observation time.
2. Attend and participate in meetings with Contractor and appropriate regulatory agencies when requested by CLIENT and necessary for consultation or conferences in regards to construction of the project.
3. Attend / participate in one (1) pre-construction meeting, and bi-weekly construction progress meetings at the project site for the duration of the site construction activities (assumed effort of 7 meetings @ 4 hours per meeting).
4. Assist CLIENT and Contractor with design related questions / changes. Evaluate requested deviations from the approved design or specifications.
5. Review shop drawings, samples and other data which the Contractor is required to submit.

6. Perform substantial and final inspection(s) to determine, in general, if the work has been completed in conformance with the intent of the Contract Documents.
 7. Review as as-built / record drawings provided by the Contractor.
 8. Review and approve, in accordance with the CLIENT's procedures, all applications for payments submitted by the Contractor in accordance with established procedures.
 9. At the appropriate time, coordinate the preparation of punch lists indicating the items of work remaining to be accomplished, and require that these items are completed in an expeditious manner.
- B.** The costs for construction phase services are largely dependent on the construction schedule, as it pertains to the number of activities occurring at once and the duration of each activity. As this proposal for on-site construction phase services has been prepared prior to the final development of the project design, it has been prepared without the benefit of a construction schedule and without the input of the client and contractor in regards to phasing, sequencing and scheduling of the work. As such, for the purpose of this Construction Services proposal, the following scope and fees are provided based on an estimated / assumed active construction duration of one hundred (100) calendar days. Should the active construction duration deviate from the estimated 100 contract days or should it be divided into separate phases or sub-phases, then any additional time beyond this duration will require an approved additional services agreement (ASA). The following services are to be provided:
- C.** Not included in Construction Phase Services proposal are related inspection / observation services of: site demucking or earth work operations, landscape or irrigation installation, on-site power or telephone or cable installations, site lighting / electrical installations, MOT plan(s) review, bidding services, inspection of structures (buildings) and improvements within 5' of structures, covered walkways; fire line construction; and material testing. No pre-bid services or pre-bid meeting attendance is included.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.

- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).

- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES		
I	Professional Engineering Services	
A	Professional Civil Engineering Services	\$4,060.00
	Preliminary Engineering	\$700.00
	Other Engineering Work Activity	\$3,360.00
II	Professional Construction Services	\$58,257.50
	Management During Construction	\$58,257.50
III	Meetings not included in I thru II	Hourly
TOTAL (Plus Hourly Services)		\$62,317.50

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,


CALVIN, GIORDANO & ASSOCIATES, INC.


Dennis Giordano
President

Cost of these services are \$62,317.50 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: 
Name: Dennis Giordano
Title: President

Date: 3/23/17

By: _____
Name: Mr. John C. Gilbert
Title: Village Manager

Date: _____